DOCUMENT RESUME

ED 086 153 HE 005 063

TITLE	Professional Staff Contract Between Minnesota State Junior College Board and Minnesota Junior College Faculty Association.
INSTITUTION	Minnesota State Community Coll. Board, St. Paul.
PUB DATE	17 Apr 73
NOTE	24p.
EDRS PRICE	MF-$0.65 HC-$3.29
DESCRIPTORS	Collective Bargaining; *Contracts; Grievance Procedures; *Higher Education; *Junior Colleges; Leave of Absence; Negotiation Agreements; *Teacher Salaries; Teacher Welfare; *Teaching Conditions
IDENTIFIERS	*Minnesota Community College Board

ABSTRACT

Presented in this document is the professional staff contract between the Minnesota State Junior College Board and the Minnesota Junior College Faculty Association for the period of April 17, 1973 through July 1, 1974. The articles of the agreement cover strikes and lock-outs, management rights, employee protection and assistance, work year, teacher salaries, leaves of absence, appointments, transfers, promotions, rights of employees, dismissal, suspension, and grievance procedures. (PG)

ED 086153

PROFESSIONAL STAFF CONTRACT

Between

MINNESOTA STATE
JUNIOR COLLEGE BOARD

and

MINNESOTA JUNIOR COLLEGE
FACULTY ASSOCIATION

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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PREAMBLE

This Contract is made and entered into this 17th day of April, 1973, by and between the Minnesota State Junior College Board hereinafter called the Employer, and the Minnesota Junior College Faculty Association hereinafter called the Association, and has as its purpose the promotion of harmonious relations between the Employer and the Association; the furtherance of quality education by maintaining a high standard of academic excellence and efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of complaints and grievances without interruption of work and interference with the efficient operation of the colleges; to maintain and increase quality of services; and the establishment of a formal understanding relative to all conditions of employment.

ARTICLE I

Recognition

The Employer recognizes the Association as the exclusive bargaining representative for all instructors, counselors, and librarians who work more than 14 hours per week and more than 100 work days per year; excluding presidents, deans, assistants to the president, assistant deans, administrative assistants, and all classified personnel. In accordance with the Bureau of Mediation Services Case No. 69-BR-422, the term "employee", when used hereinafter in this Contract shall refer to all employees of the designated bargaining unit, and reference shall include both male and female employees.

The Employer will not during the life of this Contract meet and negotiate or meet and confer relative to terms and conditions of employment with any employee or group of employees who are covered by this Contract except through the exclusive bargaining representative.

If titles are created during the life of this Contract that are not listed above, the parties will meet and attempt to agree on the inclusion or exclusion of the new title. If the parties cannot agree, the question will be submitted to the Director of the Bureau of Mediation Services for a determination of the inclusion or exclusion of such title.

ARTICLE II

Strikes and Lock-Outs

Section 1. Lock-Outs. No lock-out of employees shall be instituted by the Employer during the term of this Contract.

Section 2. Strikes. During the life of this Contract no strike of any kind, as defined in Minnesota Statutes 179.63, Subdivision 12, shall be engaged in, sanctioned or supported by the Association, its officers or agents. In the event the Employer alleges that any employee or employees are engaged in a strike, the Association will, upon written notification, immediately notify such employee or employees in writing of the allegation and the implications of a strike.

ARTICLE III

Dues Deduction

Section 1. Check-Off. The Employer agrees to cooperate with the Department of Administration and the Association in facilitating the deduction of membership dues established by the Association from the salary of each employee who has authorized such deduction in writing. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Association office no later than 15 days following the end of each payroll period.

Section 2. Indemnity. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by an employee as a result of any action taken in accordance with the provisions of this Article.

ARTICLE IV

Non-Discrimination

Section 1. Equal Application. The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, sex, marital status, or political affiliation.

Section 2. Employer Responsibility. The Employer accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, sex, marital status, or political affiliation. The Employer will not interfere with the rights of employees to become or not to become members of the Association and there shall be no discrimination or interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Association membership or non-membership or because of any employee activity in an official capacity on behalf of the Association which is in accordance with the provisions of this Contract.

Section 3. Association Responsibility. The Association accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, sex, marital status, or political affiliation. The Association and its officers agree that it will not restrain or coerce members of the bargaining unit to become or not to become members of the Association.

ARTICLE V

Management Rights

It is recognized that except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the colleges in all of their various aspects, including but not limited to, the educational policies of the colleges; the

right to direct and assign employees: to schedule working hours; to determine whether goods or services should be made or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment that are uniformly applied and enforced in accordance with the provisions of the rules or regulations. Any term or condition of employment not specifically established by this Contract shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE VI

Association Rights

Section 1. Communications. Copies of all communications distributed generally to employees by the Board office or a college, shall be supplied to the Association at the same time. The Association shall designate its address for this purpose.

Section 2. Use of Facilities. The Association and its representatives shall have the right to use the college facilities for meetings upon advance request and when available; providing that the expenses incurred as a result of such use of facilities are absorbed in the existing operating budget of the college. The Association agrees to reimburse the Employer for any additional expenses the Employer may incur in this regard.

Section 3. Transaction of Business. Duly authorized representatives of the Association shall be permitted to transact official Association business on college premises at reasonable times, provided that this shall not unduly interfere with nor interrupt the operations of the college.

Section 4. Bulletin Boards. The Association shall have the right to post announcements and notices of its activities and concerns on employee bulletin boards, at least one of which shall be provided in each college. The Association may use the college distribution service and employee mailboxes for communications to employees.

Section 5. Association Campus Committees. The Association shall assign each of the following topics to a committee on each campus which shall have authority to present the views of the Association in meetings with the president and/or his designee(s).

(1) General matters
(2) Personnel
(3) Student affairs
(4) Curriculum
(5) Facilities
(6) Fiscal matters

Meetings for exchange of views may be initiated by either the Association or the president, provided a time can be agreed upon and two weeks notice given. Agenda items shall be in the hands of the president two weeks before the meeting, and the president shall distribute a printed agenda at least one week before the meeting.

Section 6. Association State Committee. The Association shall establish a committee of no more than six members to meet and confer with the Minnesota State Junior College Board for discussion and mutual exchange of ideas regarding statewide matters which are considered significant by the Association or the Employer. The Employer shall provide the facilities and set the time for such conferences to take place, and such conferences shall be held at least three times a year. Agenda will be prepared and distributed one week in advance by the Board President or his designee and will include all items submitted by the Association. The agenda shall also include all items submitted by the Board President.

Section 7. Supplying Information. Upon request, the Board agrees to provide the Association information available to it concerning the professional staffing and financial resources of the Minnesota State Junior Colleges, including routine reports, registry of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of Board meetings, names and addresses and position on the salary schedule of all employees in the bargaining unit, and such other information requested by the Association in contract negotiations or in the processing of a grievance.

ARTICLE VII

Association Representatives

Section 1. Administration of Contract. The Employer agrees that the Association representative on each campus shall be allowed reasonable time to investigate and process grievances and confer with the college president or his designee concerning the provisions and application of this Contract.

Section 2. Certification of Association Representatives. The Association president and the Association representative on each campus and other non-employee Association representatives who may represent the employees in the administration of this Contract, shall be certified in writing to the Employer by the Association. The Employer designees responsible for administration of this Contract shall be certified to the Association in writing.

ARTICLE VIII

Employee Protection and Assistance

Section 1. Assault. Employees shall report as soon as practicable, cases of assault suffered by them in connection with their employment to the appropriate dean or the college president who shall comply with any reasonable request from the employee for information in the possession of the administration relating to the incident or the persons involved, and shall act in appropriate ways as liaison between employee, the police, and the courts to protect the employee from further aggravation regarding the matter.

Section 2. Legal Counsel. If criminal or civil proceedings are brought against an employee alleging that he committed an assault, crime, felony, or

misdemeanor while acting within the scope of his employment, he shall be furnished legal counsel in accordance with Minnesota Statutes.

ARTICLE IX

Work Year and Work Week

Section 1. Academic Year. The academic year for employees covered by this Contract shall be 173 days of which 168 shall be teaching days and of which five shall be for other duty. The total elapsed time from the beginning of the fall quarter to the end of the spring quarter shall not exceed nine calendar months. No responsibilities for employees shall be assigned on the two dates of the Association's annual convention.

Section 2. Summer Session. Summer sessions shall be 25 consecutive teaching days, including holidays. Summer session offerings shall be determined by the administration. In each discipline in which courses are offered, the opportunity to teach shall be offered in the following order:

(1) unlimited employees on a rotation basis, with those with most seniority receiving first chance, except where employees have already established a rotation basis. Employees who reject the opportunity to teach will not receive another opportunity until they come up again in the rotation.

(2) temporary employees who are members of the bargaining unit, on the same basis as above.

(3) other applicants.

Section 3. Calendar. After conferring with the Association state committee the Chancellor shall prepare three calendars from which each college must select one. If after the college president consults with the Association campus committee and students there is consensus on one calendar, that shall be the official calendar for the college. If there is no consensus, the president shall strike the first calendar. The Association shall then strike the second calendar. The remaining calendar shall be the calendar for that college.

Section 4. Employee Time Commitment. It is recognized that employees normally average more than forty hours of work per week in carrying out their responsibilities, and that many of those hours will normally be planned by the employee.

1) Twenty-five hours per week for each full-time instructor will be assigned by the Employer for contact with students through scheduled classes, laboratory sessions, activities, and office hours. The twenty-five hours may also include time for travel to off-campus assignments, and coordination or committee work when the number of hours has been agreed to by the Association representative on the campus and the Employer. Instructors in occupational programs will be assigned hours which conform to the state plan for vocational education. Teaching loads will be

assigned by the Employer on as equitable a basis as possible. Schedules for each instructor shall be developed in each college by the administration following consultation with the employee. The daily average elapsed time per week of each instructor's scheduled activities shall not exceed six hours except when an instructor is scheduled to teach in the evening. When an instructor is scheduled to teach in the evening, the Employer shall make reasonable effort to meet the above average.

2) Counselors shall be assigned an average of twenty-five hours per week in student contact availability. The schedule and the nature of the assignment shall be developed by the college administration following consultation with the counselors. Self-directed time shall constitute the remaining hours of the counselor's professional responsibilities and may include preparation, research, staff and community consultation, resource development, testing, and other general employee responsibilities.

3) Librarians shall be responsible for 35 scheduled hours per week. The schedule shall be developed by the college administration following consultation with the librarians. The balance of the librarians' responsibility shall be planned by the librarians as necessary to meet the requirements of their professional role.

Where counselors or librarians perform teaching assignments their responsibilities shall be adjusted proportionately.

The provisions of this article shall be effective in each college at the beginning of the first 1973 summer session or on July 1, 1973, whichever is earlier.

ARTICLE X

Wages

The salary schedule for the 1972-73 academic year shall be as follows:

Step	I	II	III	IV	K
00	6,979	8,328	8,803	9,295	7,418
01	7,418	8,803	9,295	9,800	7,866
02	7,866	9,295	9,800	10,319	8,328
03	8,328	9,800	10,319	10,854	8,803
04	8,803	10,319	10,854	11,406	9,295
05	9,295	10,854	11,406	11,975	9,800
06	9,800	11,406	11,975	12,558	10,319
07	10,319	11,975	12,558	13,162	10,854
08	10,854	12,558	13,162	13,781	11,406
09	11,406	13,162	13,781	14,421	11,975
10	11,975	13,781	14,421	15,078	12,558
11	12,558	14,421	15,078	15,755	13,162
12	13,162	15,078	15,755	16,455	13,781

Section 1. Step Placement. Step Placement shall reflect the number of years of experience for which credit is given. Credit for full-time teaching experience shall be granted on a 1 for 1 basis. Credit for part-time teaching experience shall be granted on a 1 for 1 basis according to the aggregate of experience. Credit for work experience for instructors of occupational courses shall be granted on a 2 for 1 basis. Credit for military experience shall be granted only in cases where the staff member leaves the college for military service and returns to the college after completion of the service, and then shall be on a 1 for 1 basis. Initial placement shall not exceed Step 03.

Section 2. Column Placement. Column Placement shall reflect the amount of preparation for which credit is given.

I. Bachelor's Degree with a major in the assigned field or for instructors of occupational courses, work experience necessary for certification in the State Plan for Vocational Education.

II. Master's Degree with a major or a majority of the credits in the assigned field, or BA plus 70 graduate quarter credits or equivalent semester credits with two thirds of the credits in the assigned field and an average grade of "B".

III. Seventy graduate quarter credits or equivalent semester credits beyond the Bachelor's Degree, including the Master's Degree, with two thirds of the graduate credits in the assigned field and an average grade of "B".

IV. Ninety graduate quarter credits or equivalent semester credits beyond the Bachelor's Degree, including the Master's Degree, with two thirds of the graduate credits in the assigned field and an average grade of "B", or a Doctor's Degree with a major in the teaching field.

K. Column K shall be utilized only for those employees currently on that column, and no future employees shall be placed on that column.

A change in assignment shall not result in a decrease in salary.

Education courses specifically directed at the junior college or at the assigned field may be included "in the assigned field".

Instructors of occupational courses may be given credit in column placement for appropriate work experience if approved by the Board.

Credits may be counted for column placement only if notice of intent is received from the employee in writing by April 1, and if a written statement indicating that credits have been earned is received from the employee prior to September 1. Payment shall be withheld until official transcripts of credits have been received and shall be made according to the salary schedule.

Section 3. Miscellaneous. Non-credit teaching, if not part of assigned load, shall be paid to employees on the same basis as to others with like assignments.

Miscellaneous duties paid from the all-college fund shall be paid to employees on the same basis as to others with like assignments.

Summer school teaching, if full-time, shall be paid at 1/6 of the employee's schedule salary for the previous academic year. If part-time, the payment shall be the above figure multiplied by the percent of time.

Extra weeks shall be paid at 1/36 of the employee's schedule salary for that fiscal year per extra week employed.

The total payment for non-credit teaching, summer school teaching, and extra weeks shall not exceed 1/6 of the employee's schedule salary. No assignments of "temporary" employees to summer school teaching or extra weeks shall be made if currently employed qualified "unlimited" employees are available and willing to accept the assignment.

Part-time instructors teaching 35% or more of a full load per quarter, shall be paid a proration of the appropriate position on the salary schedule. Step movement shall be by the aggregate of experience. Contracts shall be quarter by quarter.

Section 4. 1973-74 Salary Schedule. The salary schedule for the 1973-74 academic year to be effective July 1, 1973, shall be as follows:

Step	I	II	III	IV	K
00	7,335	8,753	9,252	9,769	7,796
01	7,796	9,252	9,769	10,300	8,267
02	8,267	9,769	10,300	10,845	8,753
03	8,753	10,300	10,845	11,408	9,252
04	9,252	10,845	11,408	11,988	9,769
05	9,769	11,408	11,988	12,586	10,300
06	10,300	11,988	12,586	13,198	10,845
07	10,845	12,586	13,198	13,833	11,408
08	11,408	13,198	13,833	14,484	11,988
09	11,988	13,833	14,484	15,156	12,586
10	12,586	14,484	15,156	15,847	13,198
11	13,198	15,156	15,847	16,559	13,833
12	13,833	15,847	16,559	17,294	14,484

Employees will remain at the same step during the 1973-74 year as they were on during the 1972-73 year.

For the 1974-75 academic year, each employee shall be moved to the next step and in addition each step shall be adjusted by a cost of living allowance to be determined and redetermined in the following manner.

Section 5. Cost of Living. The difference, if any, between the Consumers Price Index for the city of Minneapolis - St. Paul, Minnesota (new series index 1967=100) as published for the months July, 1973, and April, 1974, by the Bureau of Labor Statistics of the United States Department of Labor shall be computed. For each full .4 point increase so computed two tenths of one percent rounded to the nearest dollar shall be added to the rates of pay in the salary schedule as a cost of living allowance. Such cost of living allowance shall become

effective the first full payroll period after July 1, 1974, and shall continue in effect until the first full payroll period after January 1, 1975. A redetermination of the cost of living allowance shall be made in October, 1974, and will involve computation of the difference, if any, between the aforementioned index as published for the base month of July, 1973, and the month of October, 1974. For each full .4 point increase so computed two tenths of one percent rounded to the nearest dollar shall be added to each step of the salary schedule as a cost of living allowance. Such cost of living allowance shall become effective the first full payroll period after January 1, 1975, and shall continue in effect during the term of this Contract. The cost of living allowance provided above is in addition to step advancement.

Employees' positions on the salary schedule shall not be altered because of this Contract except as provided for under the terms of this Contract.

ARTICLE XI

Leaves of Absence With Pay

Communicating Absence. Employees may on occasion be unavoidably absent. An employee who finds it necessary to be absent shall communicate with the junior college official to whom he is responsible, as soon as possible. No absence authorized, or unauthorized, shall be recorded except in a manner conforming to the procedures described below.

Section 1. Sick Leave. At the beginning of each academic year, each unlimited full time employee shall be credited with ten (10) days of sick leave allowance to be used for approved absences necessitated by reason of illness or injury, by necessity for dental or medical care, by exposure to contagious disease so that his attendance on duty may endanger the health of fellow employees or the public; or by illness of his spouse, minor children, or parent and spouse's parent living in the household of the employee for such periods as his attendance shall be necessary. Unused sick leave may be accumulated to a maximum of 100 days; however if the days credited to an employee's account at the beginning of an academic year causes the total accumulation to exceed 100 days, then 1/2 of the number of days over 100 shall be credited to the employee's bank. The banked days may be used only at a time when the employee's regular accumulation has been exhausted. An employee who finds it necessary to be absent for any of these reasons, shall communicate with the college president or his designee as soon as possible and file a request in writing for approval of the use of sick leave for such absence.

Section 2. Bereavement Leave. Upon application, an employee shall be granted up to five days of approved leave charged against sick leave as necessary for funeral purposes for members of the immediate family. Immediate family for the purpose of this Section is defined as spouse, parents of the spouse, parents, guardian, children, brothers, sisters, grandparents, or wards of the employee.

Section 3. Personal Leave. Upon application and approval, each employee will be granted two days per academic year for use as personal leave.

Personal leave days may accumulate to four days; but use shall not exceed two days in any quarter.

Section 4. Legal Leave. Upon application, an employee shall be excused from work for jury service or in response to a subpoena or other direction by proper authority. Such employee shall be paid his regular pay less the fee he receives, exclusive of expenses, for serving jury call or witness, as required by the court.

Section 5. Sabbatical Leave. The purpose of Sabbatical leaves is to give employees the opportunity to secure additional education, training, or experience which will make them better prepared for carrying out their college assignments. Such leaves shall be granted if the following criteria are met:

1) The employee has served on a full-time basis for six or more consecutive academic years without being granted a Sabbatical leave.

2) The employee has submitted a plan for the Sabbatical leave which is designed to serve the purpose described above.

3) The college president has certified that a replacement can be found.

4) Funds to cover the cost of the Sabbatical are available.

5) The number of Sabbaticals approved for a college does not exceed five percent of the number of full-time equivalent employee positions allocated to the college for that year, or one, whichever is greater.

Sabbatical leaves may be granted for one, two, or three consecutive quarters in an academic year, with half pay for the period of the leave.

Employees on Sabbatical leave may accept scholarships, fellowships, grants, or employment during the Sabbatical leave provided that the scholarships, fellowships, grants, or employment provide experience which serves the purpose of the Sabbatical leave.

Applications for Sabbaticals shall be submitted during the month of January in the academic year preceding the planned Sabbatical, and notice of approval or rejection shall be given to the employee by March 1 of that academic year.

If the number of applications in a given college exceeds five percent of the number of full-time equivalent employee positions allcoated to the college for that year, approval will be granted to those with the greatest number of consecutive years of full-time service without having been granted a Sabbatical leave. Applications which meet all criteria except for falling within the five percent limit shall be placed at the head of the list for the next year or for filling vacancies created by cancellation, in order of descending number of years without having been granted a Sabbatical leave.

In the event a Sabbatical is granted and the employee is unable to use the Sabbatical, he shall forfeit his eligibility for a Sabbatical leave until

he has served for four more consecutive, full-time years, unless the Board chooses to waive this paragraph.

An employee who has taken a Sabbatical leave shall be required to return to his college for at least one academic year of service. If he refuses to do so, he will be required to repay the salary he was paid by the Employer during the Sabbatical leave. The repayment shall be completed not later than the beginning of the academic quarter in which the employee was expected to return.

Time spent on Sabbatical leave shall be counted as continuous service in the Minnesota State Junior College System for all purposes.

Section 6. Military Leave. Upon application, military leaves with pay shall be granted to each employee in accordance with Minnesota Statute.

Section 7. Pro-Rata. The provisions of Sections 1, 2, and 3 above, shall apply on a pro-rata basis to all part-time employees in the bargaining unit.

Section 8. Accounting of Leave Status. At the end of each academic year an accounting of leave status will be provided to each employee.

Section 9. Leave Benefit Accumulations. Leave benefit accumulations accrued on the basis of service prior to the signing of this Contract shall be retained by the employee after such signing.

ARTICLE XII

Leaves of Absence Without Pay

Section 1. Military Leave. Upon application, military leaves without pay shall be granted to each employee in accordance with Minnesota Statute.

Section 2. Maternity Leave. Upon application, a maternity leave shall be granted without pay to pregnant employees. Maternity leave requests should be filed as early as possible but one month prior to date of leave is required. The leave shall commence on the date requested by the employee and shall continue for a period up to nine months, provided, however, that the maternity leave may be extended upon application to the college president for up to an additional six months. The initial leave and subsequent extension may be adjusted by the college president up to three months to synchronize with an academic quarter except that no adjustment may be made which would reduce the initial leave to less than six months without approval of the employee.

Section 3. Other Leaves of Absence Without Pay. Upon application, employees may be allowed to be absent without pay with the approval of the college president consistent with the following conditions:

Such leave shall be granted only when it will not result in undue prejudice to the interests of the college beyond any benefits to be realized. Leaves for the following purposes shall be considered; illness or poor health beyond the limits of paid sick leave; work experience in education, business, industry, and/or government; service in a professional organization, exchange teaching requests and advanced study. Leaves for personal emergencies will be authorized. Leave requests for other specific personal reasons may be considered.

Applications for an extension of a leave will be considered by the president providing the application for extension is submitted at least 90 days prior to the expiration of the current leave.

Section 4. Benefits. No benefits shall accrue to the employee during unpaid leaves, except as provided by statute. Employees returning from full time teaching elsewhere shall be placed on the salary schedule as if their service were continuous.

ARTICLE XIII

Holidays

The holidays listed in M.S. 645.44 shall be observed as recognized holidays. The academic calendar will provide that no employees will be scheduled to work on the following holidays: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. When any of the above holidays fall on Saturday, the preceding Friday shall be the holiday. When any of the above holidays fall on Sunday, the following Monday shall be the holiday.

Any employee who observes a religious holiday on days which do not fall on a Sunday or a legal holiday shall be entitled to such days off from his employment for such observance. Such days off shall be taken off without pay except where the employee has unused personal leave, and in that case such days may be charged against the personal leave of the employee upon request of the employee. The employee shall notify the college in writing between 10 and 20 days prior to his absence.

ARTICLE XIV

Severance Pay

Severance pay shall be granted to all employees under the following provisions (computations under this Article shall not include days credited to the employee's bank):

1) Effective 7/1/73, employees who have completed 20 years of service including service in those school district junior colleges that were taken over by the Junior College Board shall receive severance pay upon any separation from state service in an amount equal to 10% of the employee's regular accumulated but unused sick leave balance (not to exceed 100 days) times the employee's regular daily rate of pay at the time of separation.

2) Effective 7/1/73, all employees who are mandatorily retired from state service or are separated by reason of death shall receive severance pay in an amount equal to 10% of the employee's regular accumulated but unused sick leave balance (not to exceed 100 days) times the employee's regular daily rate of pay at the time of separation. In the event of death, such payment shall be made to the beneficiary designated by the employee under the Minnesota Teachers Retirement Association.

3) Effective 7/1/73, all employees who are laid off from service in the junior colleges, except on a seasonal basis, shall receive severance pay in an amount equal to 10% of the employee's regular accumulated but unused sick leave balance (not to exceed 100 days) times the employee's regular daily rate of pay at the time of separation. Should such employee be subsequently re-appointed to state service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave balance (not to exceed 100 days) to the employee's credit at the time of layoff, and the amount of accumulated but unused sick leave balance at the time of subsequent eligibility for severance pay.

4) Effective 7/1/74, severance pay under the conditions outlined above shall be computed upon 20% of the employee's regular accumulated but unused sick leave balance (not to exceed 100 days) times the employee's regular daily rate of pay at the time of separation.

ARTICLE XV

Noon Meal Allowance

Effective 7/1/73, employees who are in a travel status and away from their home station shall be reimbursed for the actual cost of their noon meal in accordance with state travel regulations promulgated by the Commissioner of Administration. This reimbursement will not be contingent upon the employee also being away from his home station the preceding night or the night of the day for which lunch reimbursement is claimed.

ARTICLE XVI

Dependent Insurance

Effective 7/1/74, the Employer shall contribute $10.00 per month toward the cost of dependent hospital - medical insurance coverage premiums for those employees who have eligible dependents. To enable employees to receive benefit from this provision, the Employer agrees to provide an open enrollment period of not less than one month, commencing May 1, 1974, during which period employees may enroll their dependents without proof of insurability.

ARTICLE XVII

Appointments, Transfers, Promotions, Abolishment of Positions, Reduction in Force

Section 1. Appointments. The following types of appointments may be made:

Unlimited full-time -- an employee with a full-time assignment for an academic year which carries the assumption that such employment will continue on a full-time basis in subsequent years.

Temporary full-time -- an employee with a full-time assignment for an academic year, extra weeks, a quarter, or a summer session. Such employment terminates at the end of the stated contract period, carries no implications for future employment, and is to be used only when such position is clearly a temporary position.

Temporary part-time -- an employee with a part-time assignment for extra weeks, a quarter, or summer session. Such employment terminates at the end of the stated contract period and carries no implication for future employment.

Section 2. Transfers. Notice of full-time employee vacancies in each college shall be made known to the employees and the Association simultaneous with any other publication of vacancies. Employees who are applicants to fill such vacancies shall be considered to fill the vacancy, and if not accepted shall be notified of the reasons therefore. This notification shall occur prior to the announcement of the name of the successful applicant. If accepted the employee shall retain all rights and privileges that he held prior to the transfer.

Section 3. Promotions. The Board reserves the right to promote members of the bargaining unit to positions excluded from the bargaining unit. No employee shall be required to accept a promotion. Employees returning from non-bargaining unit positions to positions covered in the bargaining unit shall have their seniority restored to the level earned at the time they left the unit. Other rights and benefits shall be restored as though they had continued in the bargaining unit during the time they held the non-bargaining unit position.

Section 4. Abolition of Positions. In cases where a position which is held by an unlimited full-time employee is to be abolished, the employee shall be given notice prior to September 15 of the academic year at the end of which the position is to be abolished. The position shall then remain abolished for two academic years. If the position should be reinstated before two academic years have elapsed, the employee who held the position shall have the right to reclaim the position. Such employee shall also have preference during the two-year period in the filling of any other vacancy in the college for which he is qualified.

An employee who is being reinstated as described in the preceding paragraph shall be offered a letter of intent at least 30 calendar days prior to the date of re-employment. The employee shall accept or reject the position within ten calendar days of receipt of the letter of intent. If he accepts the position, he shall receive a written notification of re-appointment at least 15 days prior to the effective date of re-employment. All such transactions shall conform in every way with the provisions of this Contract.

Section 5. Reduction in Force. In cases where it becomes necessary because of economic considerations to reduce the number of unlimited full-time employees in a particular program, discipline, activity, or service in a college, the employees to be terminated shall be selected in order of inverse seniority in the particular program, discipline, activity, or service in the college. An employee shall not be terminated if a less senior employee holds a position for which the senior employee is qualified. The employee in that college shall be notified by December 15 that his employment will be terminated at the end of the academic year. The employee shall have preference for a two-year

period in the filling of any vacancy in the state junior colleges for which he is qualified; and if accepted, all his rights and privileges shall be restored. No staff reduction of full-time employees at a college shall be undertaken if the college continues to employ part-time faculty members who are F.T.E. generating and who are providing services that could be provided by the full-time employee(s) whose position(s) is/are in danger of being eliminated.

An employee who is being reinstated as described in the preceding paragraph shall be offered a letter of intent at least 30 calendar days prior to the date of re-employment. The employee shall accept or reject the position within ten calendar days of receipt of the letter of intent. If he accepts the position, he shall receive a written notification of re-appointment at least 15 days prior to the effective date of re-employment. All such transactions shall conform in every way with the provisions of this contract.

ARTICLE XVIII

Miscellaneous Rights of Employees

Section 1. Textbooks. All textbooks and other teaching materials to be purchased by students shall be selected by the employee.

Section 2. Citizenship. Employees shall be entitled to full rights of citizenship and no outside religious or political activities of any employee or the lack thereof, shall be the grounds for any discipline or discrimination with respect to the professional employment of such faculty members.

Section 3. College Rules. All employees shall be given a copy of the College Rules and Regulations. Employees shall not be held accountable for such Employer rules and regulations until distribution to the faculty has been made.

Section 4. Confidentiality. Employees will not be required to disclose information given to them in confidence regarding students.

Section 5. Check Distribution. Faculty members may, by providing addressed-stamped envelopes and any necessary instructions, have their checks mailed for deposit to the bank of their choice.

Section 6. MJCFA Delegate Assembly. Colleges will rearrange schedules of employees who are members of the MJCFA Delegate Assembly so that each such employee can be excused for one day each year to attend a two or three day meeting of the Delegate Assembly. Each college shall be advised of the names of delegates to the Delegate Assembly and the dates of meetings before the start of the quarter in which the meeting is scheduled.

Section 7. Previous Service. All seniority rights of employees shall date from their initial employment by the state junior colleges or in a school district junior college taken over by the State Junior College Board.

Section 8. MJCFA President Leave. Effective 7/1/73 the president of the Association shall be granted leave at one half time. The president shall remain on the state payroll at his regular salary. One half of the salary and

one half of the out of pocket fringes shall be reimbursed to the State Junior College Board by the Association.

Section 9. Academic Freedom. A faculty member is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching, controversial matter which has no relation to his subject.

A faculty member is a citizen, a member of a learned profession, and an employee of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational employee, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not a spokesman of the institution.

ARTICLE XIX

Facilities and Equipment

The Employer will make reasonable effort to provide each employee with sufficient equipment, facilities and support services necessary for the employee to perform his assignment.

ARTICLE XX

Transportation

In the event an employee is required to travel on college business, he shall be reimbursed for expenses incurred in such travel in accordance with current travel rules and regulations of the State of Minnesota as authorized by statute.

ARTICLE XXI

Miscellaneous Provisions

Section 1. College Closing. In the event the Employer closes the college facilities because of inclement weather or emergency repairs to the physical facilities of the campus; employees will not be required to make up the time lost during such closing, and the employees shall not lose salary or benefits as a result of such closing.

Section 2. Classes at Other Institutions. In so far as practicable, employees' schedules are to be arranged whenever requested to allow employees to attend classes at other institutions of higher education up to six (6) credits per quarter.

Section 3. Attendance at Junior College Functions. Employee attendance at all junior college sponsored functions and activities shall be voluntary unless part of the employees' load.

Section 4. Liability. The Employer does not accept liability for personal property of employees stored or utilized on college property.

Section 5. Administrative Assignments. Instructors, counselors or librarians who are also assigned as administrators in the colleges shall not be assigned in excess of 50% instructor, counselor and librarian responsibilities unless an exception is approved by the Chancellor and the Association. No member of the bargaining unit shall exercise supervision over any other member of the bargaining unit.

Section 6. Physical Examinations. Physical examinations required by the Employer shall be paid for by the Employer.

Section 7. Protection of Bargaining Process. Instructors, counselors, and librarians who are not included in the bargaining unit will not receive any term or condition of employment that is more advantageous than those contained in this Contract.

ARTICLE XXII

Reprimand, Dismissal for Cause, Suspension and Discharge

Disciplinary action may be imposed upon an employee for just cause. Disciplinary action or measures shall include only the following:

1) Oral reprimand
2) Written reprimand
3) Dismissal for cause
4) Suspension and discharge

An employee who is to be disciplined has the right to request and have the Association representative on the campus present when the disciplinary action is taken.

Section 1. Oral Reprimand. If an administrator has reason to give an oral reprimand to an employee, it shall be done in a manner that will not embarrass the employee before other employees, students, or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee and, if corrected, shall not be entered into his permanent personnel record.

Section 2. Written Reprimand. If a written reprimand is given to an employee, the employee shall have an opportunity to respond thereto and his response shall be entered in his personnel record along with the reprimand. The employee shall be given a copy of any entry in his personnel record and shall be permitted to insert a copy of his response thereto. Only such material as is entered in the employee's personnel record shall be used as evidence against him in any subsequent disciplinary action or hearing. Upon the written request of an employee, the contents of his personnel record shall be disclosed to the employee and/or his Association representative and/or his legal counsel.

Section 3. Dismissal for Cause. An unlimited employee at a college may be dismissed for just cause upon recommendation of the college president and dismissal by the Board.

If a college president recommends that an unlimited employee be dismissed for cause during the employee's first year of service at that college, the employee shall be notified by March 15 of that year that the college president is recommending that the employee's services be terminated at the end of that academic year. If an unlimited employee's service is to be terminated at the end of the second consecutive or any subsequent consecutive academic year of service at a college, such employee shall be notified of such recommendation by December 15 of that academic year. The reason or reasons for recommending dismissal must be stated in the notice to the employee.

Any unlimited employee who has been recommended for dismissal for cause by the college president shall have the right to a hearing before the Board or its designee. An employee desiring such a hearing shall file a written request through the Association to the Chancellor within 30 calendar days after receiving notification of the recommendation for dismissal. The Board or its designee shall hold the hearing within 60 calendar days after the Chancellor receives the request for the hearing. At the hearing, both the employee and the college president shall have the right to be represented by counsel, to be heard, to have their witnesses testify, to see all evidence and to cross examine all witnesses. The president assumes the burden of substantiating his charges through presentation of proper, relevant, and sufficient evidence. The hearing shall be open or closed at the discretion of the employee. If the Board dismisses the employee, the action is final, except that the employee may appeal the case to the arbitration procedure as stated in Article XXIII. The Board's action shall be communicated to the employee in writing within 15 calendar days after the hearing.

If the employee recommended for Dismissal for Cause does not request a hearing within the required time limit, such employee is considered to have waived the right to any appeals as provided in this Contract. The Board shall then consider the recommendation of the president and if the Board dismisses the employee, the action is final.

Section 4. Suspension and Discharge. If an action or actions of any employee gives just cause for immediate and severe disciplinary remedy, the president may suspend the employee without pay and recommend discharge of the employee to the Board. The reason or reasons for the suspension and discharge shall be stated in a written notice to the employee within two working days after the time of suspension. The suspended employee shall have the right to the same kind of hearing as described under Dismissal for Cause in this Article. If the suspended employee makes a written request through the Association to the Chancellor for a hearing, within seven working days after the date of suspension, then the Board or its designee shall hold the hearing within 20 working days after the date the request is received. If the Board reinstates the employee, such employee shall be reimbursed for the salary withheld between the dates of suspension and reinstatement. If the Board reaffirms the president's recommendation and discharges the employee, the action is final except that the employee may appeal the case to the arbitration procedure as stated in Article XXIII.

If the suspended employee does not request a hearing within the required time limit, such employee is considered to have waived the right to any appeals as provided in this Contract. The Board shall then consider the recommendation of the president and if the Board dismisses the employee, the action is final.

ARTICLE XXIII

Adjustment Procedures

Section 1. Complaints. Definition. A complaint is an informal claim by an employee, or group of employees in the bargaining unit or by the Association of alleged improper, unfair, arbitrary or discriminatory treatment. A complaint may constitute a grievance, if not mutually resolved, and if the complaint falls within the definition of a grievance. Complaints shall be processed only through the informal procedure for handling complaints as herein set forth.

Section 2. Informal Procedure for Handling Complaints. Association Involvement. Any employee in the bargaining unit either with or without the Association grievance representative on the campus may present and discuss his complaint with the college administration. Similarly, the Association grievance representative on the campus may present and discuss a complaint on behalf of any employee or group of employees with the junior college officer involved to whom the employee or group of employees is responsible and shall be entirely informal. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

Section 3. Grievances. A grievance is defined as a dispute or disagreement raised by an employee or the Association against the Employer involving the interpretation or application of the specific provisions of this Contract or application of a rule or regulation in other than a uniform manner or other than in accordance with the provisions of the rule or regulation. Grievances as defined that arise after the effective date of this contract shall be processed in the following manner on a uniform grievance form furnished by the Employer. Grievances that arose previous to the effective date of this contract shall be processed in accordance with the procedures then in effect. No reprisals of any kind shall be taker against an employee for participating in a grievance.

Section 4. Grievance Procedure. Step 1: If a complaint that falls within the definition of a grievance is not satisfactorily resolved in informal discussions; and if five working days have elapsed since the complaint was presented, a grievance may be filed on the official grievance form supplied by the Employer. No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the first occurrence of the event giving rise to the grievance, or within twenty (20) working days after the employee through the use of reasonable diligence should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The written grievance signed by both the employee and Association grievance representative on the campus in individual employee grievances and the Association grievance representative on the campus alone in Association grievances shall set forth the nature of the grievance, the facts on which it is based, the alleged violation, and the relief requested. The college president or his designee shall discuss the grievance within five (5) working days with the Association grievance representative on the campus at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the college president or his designee, and the Association grievance representative on the campus. If no settlement is

reached, the college president or his designee shall give the Employer's written answer to the Association within five (5) working days following their meeting and shall also forward a copy to the Chancellor.

Step 2: If the grievance is not settled in Step 1 and the Association desires to appeal, it shall be referred by the Association in writing to the Chancellor or his designee within ten (10) working days after the designated college president's answer in Step 1 is due. A meeting or discussion between the Chancellor and the Association representative shall be held within five (5) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Chancellor, and the Association representative. If no settlement is reached, the Chancellor shall give the Employer's written answer to the Association within five (5) working days following the meeting.

Step 3: If the grievance is not settled in Step 2 and the Association desires to appeal, it shall be referred by the Association in writing to the Board within five (5) working days after the Chancellor's answer in Step 2 is due. A meeting between the Board or a designee of the Board and the Association shall be held within ten (10) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Board and the Association. If no settlement is reached, the Board shall give the Employer's written answer to the Association within five (5) working days following the meeting. If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration within seven (7) working days after the answer of the Board in Step 3 is due.

Step 4: The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, either party may request the Director of the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Association shall have the right to alternately strike two (2) names from the panel. The Association shall strike the first name, the Employer shall then strike one name, and the process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Association requesting that he set a time and a place for a hearing at a location that is most convenient to all participants, subject to the availability of the Employer and the Association.

Section 5. Arbitrators Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Contract. He shall consider and decide only the specific issue submitted to him in writing by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his interpretation or application of the express terms of this Contract and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the employees.

The fee and expenses of the arbitrator shall be divided equally between the Employer and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6. Time Limits. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Association in each step, which extension shall not be unduly withheld by either party. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive (including holidays), but excluding calendar breaks of the academic year.

Section 7. Evidence. There shall be no withholding of evidence or information within the knowledge of either party at any step of the proceedings.

ARTICLE XXIV

Complete Agreement and Waiver

The parties acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the Employer and the Association, for the life of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Contract, or with respect to any subject or matter not specifically referred to or covered in this Contract.

It is understood by the parties that this contract is the entire economic agreement and concludes economic negotiations for the 1973-75 biennium and must be submitted to the 68th Session of the Minnesota Legislature for approval prior to implementation. Accordingly, both parties pledge their complete and active support toward early affirmative action by the legislature. Concurrently, the parties further agree not to support or seek to modify, its terms through legislative action which would alter the express provisions of this Contract. Salaries for the 1972-73 year will be adjusted as soon as practicable following ratification of this Contract.

ARTICLE XXV

Legislation and Rule Changes

The Employer agrees to draft all necessary legislation and rule changes required to implement the full provisions of this Contract. The Employer agrees to consult with the Association regarding such legislation before it

is introduced in the legislature. The Employer agrees to consult with the Association regarding such rule changes.

ARTICLE XXVI

Savings Clause

This Contract is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations, thereof. In the event that any provision of this Contract is found to be inconsistent with existing statutes or rules or regulations promulgated thereunder, the provisions of such statutes or ordinances shall prevail and if any provision herein is found to be invalid or unenforceable by court or other authority having jurisdiction, then such provision shall be inoperative, but all other valid provisions shall remain in full force and effect. If such provision of the contract subsequently becomes legal because of the passage of new legislation during the term of the Contract, it shall at that time become operative.

If any provision or portion of this Contract is prevented from being put into effect because of applicable legislative action, Executive Order or Regulation dealing with wage and price controls, then only such specific provisions or portion specified in such decision shall be invalid, the remainder of this Contract continuing in full force and effect for the term of the Contract. Provided, however, any provision of this Contract so prevented from being put into effect shall become effective at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Contract or any extension thereof.

This Contract supersedes all Board policy, rules and regulations that are inconsistent with it.

ARTICLE XXVII

Term of Contract

This Contract shall be effective on the 17th day of April, 1973, and shall remain in full force and effect through the 30th day of June, 1975; provided, however, that the provisions of this Contract that are entirely non-economic are subject to amendments to be effective no earlier than 7/1/74, providing agreement is reached between the parties on such amendments. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than April 1, 1974, that it desires to modify this Contract. In the event that such notice is given, negotiations shall begin no later than May 1, 1974. This Contract shall remain in full force and effect during the period of negotiations and until notice of termination of this Contract is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Contract, written notice must be given to the other party not less than ten days prior to

the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this 17th day of April, 1973.

FOR THE EMPLOYER

Philip C. Dillard

Clarence W. Peterson

Robert S. Mars, Jr.

Pachie M. McClar
State Negotiator

FOR THE ASSOCIATION,